

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price	Page 1 Of 8		
2. Amendment/Modification No. 0003		3. Effective Date 2011MAR10		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By DLA LAND - WARREN ZGA ROBERT HARRISON (586)282-7562 WARREN, MI 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ROBERT.HARRISON9@US.ARMY.MIL		Code SPRDL1		7. Administered By (If other than Item 6)		Code	
				SCD	PAS	ADP PT	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No. SPRDL1-10-R-0326		
					9B. Dated (See Item 11) 2011FEB03		
				<input type="checkbox"/>	10A. Modification Of Contract/Order No.		
					10B. Dated (See Item 13)		
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. 2011MAR25 04:00pm Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2</u> signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION
Amendment 0003

1. The purpose of Amendment 0003 to SPRDL1-10-R-0326 is being issued for change to First Article Test (FAT) Report due date and delivery schedule for production items. This change is incorporated into Clause 52.242-4457 'Delivery Schedule for Delivery Orders', 52.209-3 'FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING and Contract Line Item (CLIN) 0014 of Section B.

The correction to the above incorporate the increased time required to produce and complete the FAT Report. FAT report due date has been increased from 90 days after receipt of award to 180 days after receipt of award.

2. Changes to the above are as follows:

A. Section F-13, Clause 52.242-4457 'Delivery Schedule for Delivery Orders; paragraph (c) (1):

(i) If FAT is required, start deliveries 330 days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, start deliveries 120 days after delivery order date.

B. (CLIN) 0014 will read as follows:

"First Article Test Report Due 180 Days After Receipt of Award."

C. Section I-108, Clause 52.209-3 'FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING', Paragraph (b) first sentence is changed to read as follows:

"The Contractor shall submit the first article test report within 180 calendar days from the date of this contract..."

3. Due to this change, the closing date is extended until 25 March 2011.

4. All other terms and conditions of the basic contract remain the same.

*** END OF NARRATIVE A0004 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>The information presented below applies to Item No. 0011 Through 0013:</p> <p>Minimum 3 Year Quantity: 375 EACH</p> <p>Maximum 3 Year Quantity: 5,625 EACH (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 3 YEAR QUANTITY IS GUARANTEED.</p> <p><u>NOTE:</u> EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS IN THE TACOM-WARREN PROCUREMENT NETWORK WEBPAGE AT:</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm ALL OFFERS MUST INCLUDE A SIGNED SF33/SF1449 COVER SHEET. @@ <div>(End of narrative A001)</div>				
0011	<u>FIRST ORDERING YEAR</u> NSN: 1005-01-172-7725 NOUN: RECEIVER ASSEMBLY FSCM: 19205 PART NR: 6535480 SECURITY CLASS: Unclassified <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 6535480 DATE: 14-SEP-2010 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin THERE IS A REQUIREMENT FOR FIRST ARTICLE TESTING. See Data Item CLIN 0014: First Article Test Report. The Data Item CLIN 0014 is <u>Separately Priced.</u> <div>(End of narrative E001)</div>	EST 1,875	EA	\$ _____	\$ _____
0012	<u>SECOND ORDERING YEAR</u> NSN: 1005-01-172-7725 NOUN: RECEIVER ASSEMBLY FSCM: 19205 PART NR: 6535480 SECURITY CLASS: Unclassified	EST 1,875	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Description/Specs./Work Statement</u> TOP DRAWING NR: 6535480 DATE: 14-SEP-2010 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<p><u>FIRST ARTICLE TEST-SEPARATELY PRICED</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified</p> <p>First Article Test Report Due 180 Days After Receipt of Award.</p> <p>(End of narrative B001)</p> <p>1 EA = 1 Each Test Report on Contractor Performed First Article Test (FAT)</p> <p>FIRST ARTICLE TEST REPORT, PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING."</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>	1	EA	\$ _____	\$ _____
0015	<p><u>DATE ITEM: CDRL - DD FORM 1423 (EXHIBIT A)</u></p> <p>NOUN: CDRL - DD FORM 1423 SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		EA	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 CHANGED 52.242-4457 (TACOM)		DELIVERY SCHEDULE FOR DELIVERY ORDERS	SEP/2008

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

- (i) If FAT is required, start deliveries 330 days after the delivery order date; or
- (ii) If FAT is not required or FAT is waived, start deliveries 120 days after delivery order date.
- (iii) You will deliver 300 units every thirty days.
- (iv) You can deliver more units every thirty days at no additional cost to the government.

(e) Accelerated delivery schedule IS acceptable.

(d) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

- (i) If FAT is required, deliveries will start ____ days after the delivery order date; or
- (ii) If FAT is not required or FAT is waived, deliveries will start ____ days after delivery order date.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN SPRDL1-10-R-0326 MOD/AMD 0003</p>	<p style="text-align: center;">Page 8 of 8</p>
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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED 52.209-3		FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) FIRST ARTICLE TEST SHALL CONSIST OF 5 EACH OF PT # 6535480 TO BE TESTED IN ACCORDANCE WITH ALL DRAWING, QAP AND SPECIFICATION REQUIREMENTS, TO INCLUDE FUNCTIONING, CYCLYIC RATE OF FIRE, AND BELT PULL TESTING. ENDURANCE TESTING AS REQUIRED ON DRAWING 6535480 AND IN MIL-DTL-1298, THE M2 HEAVY BARREL, .50 CALIBER MACHING GUN DETAIL SPECIFICATION, SHALL BE PERFORMED ON 1 EACH OF THE 5 FIRST ARTICLE SAMPLES. ASSEMBLIES, SUBASSEMBLIES AND COMPONENTS CONSISTS OF: (1) TRUNNION BLOCK ASSY 5504076; (1) TOP PLATE BRACKET ASSY 6147817; (1) BOLT LATCH BRACKET 5504061; (1) BREECH LOCK CAM 6147583; (1) SLOTTED HEX NUT 5152939; (1) L.H. SIDE PLATE ASSY 5504085; (1) R.H. SIDE PLATE ASSY 5504086; (1) BOTTOM PLATE 6528257; (1) TOP PLATE 6528263; (2) SOLID RIVET 5009292; (16) SOLID RIVET 5009387; (18) SOLID RIVET 5009799; (4) SOLID RIVET 5013521; (5) SOLID RIVET 5013522; (4) SOLID RIVET 5013558; (16) SOLID RIVET 5013598; (1) BREECH LOCK CAM SCREW 5152938; (1) REAR TRIGGER BAR STOP 7312025; (1) COTTER PIN MS24665-357; (1) SPRING 5140428; (1) WIRE MS20995C41.

At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of this contract to Procurement Contracting Officer (PCO) morris.belleville@us.army.mil marked First Article Test Report: Contract No. _____, Lot/Item No. _____. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

- (1) progress payments, or
- (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)